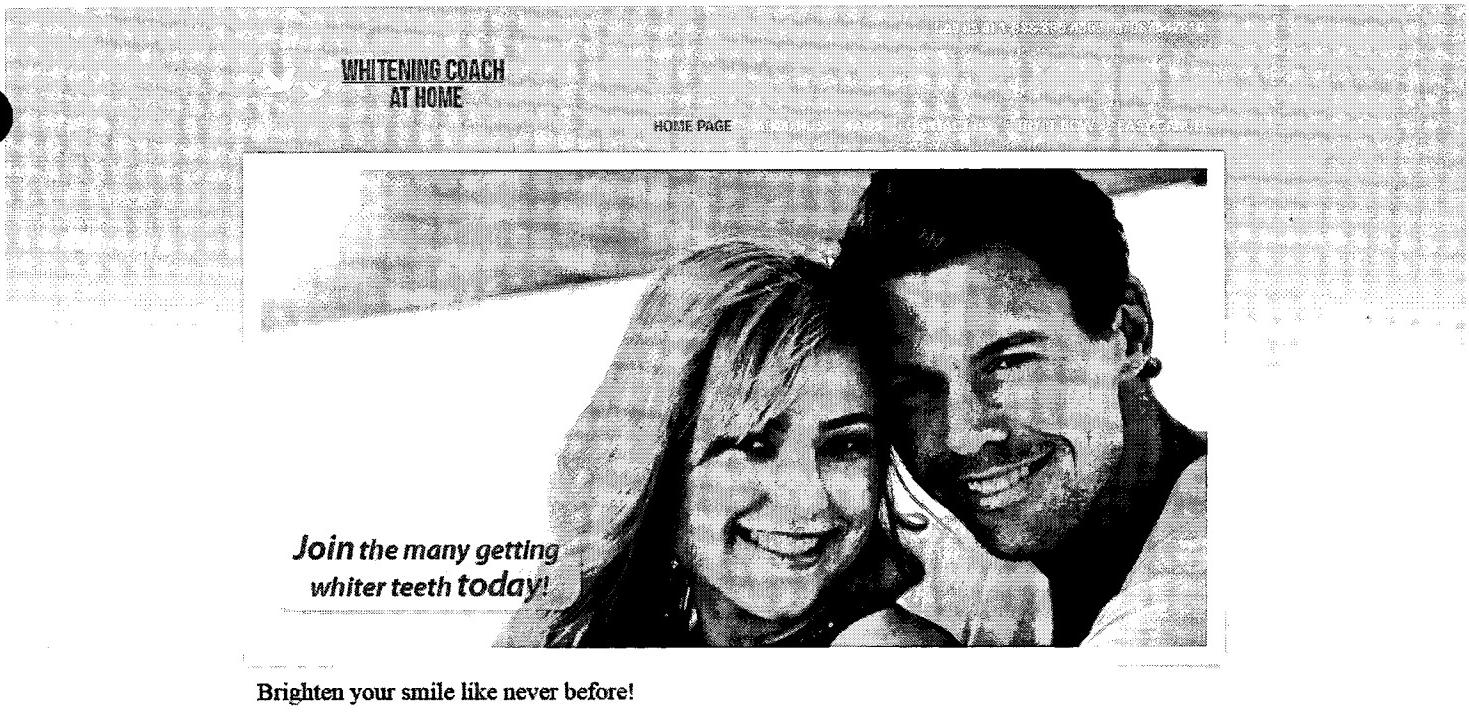


PX6

Yadoo Attachment K

Website Excerpts



WHITENING COACH
AT HOME

HOME PAGE

*Join the many getting
whiter teeth today!*

Brighten your smile like never before!

No one likes having yellow teeth. It's embarrassing, and depending upon how frequently you drink coffee or wine, or smoke or eat candy - your teeth can reflect ALL of your bad habits.

We created Whitening Coach to help people just like you transform your smile into something you can be proud of. Since many teeth whitening formulas out there promise the world but don't deliver, we consulted with the best and came up with the formula

Whitening Coach contains 22% carbamide peroxide. So if you want dentist-office-quality results when you whiten your teeth, try Whitening Coach.

[Home Page](#) [About Us](#) [FAQs](#) [Try It Now](#) [Easy Cancel](#)

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Have Questions? Feel free to contact Customer Service by calling 1-866-896-4363 / 87087642810 24 hours, 7 days a week. Live Support, M-F 7am-7pm.

Note: Customer may have to pay nominal non-refundable trial processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the [Return Policy](#) for other restrictions that may apply. [Privacy Policy](#)

Notice: WhiteningCoachAtHome is an authorized reseller of Whitening Coach.

Please read the [Terms & Conditions](#) of Using this Site.

Bridge Ford, LLC
871 Coronado Center Dr Suite 200
Henderson, NV 89012

**WHITENING COACH
AT HOME**

HOME COACH TRIAL KITS | DARK | LIGHTENERS | TRY IT NOW



Smile Coach Club

Enroll in our Smile Coach Club where you'll receive a 40% discount on our Retail Price each month. Now only \$94.31! You simply invest \$1.03 today for processing your order (plus \$3.87 for shipping and handling) to evaluate this great teeth whitening product for yourself. Your credit card will be charged the selected S&P charge above. If Whitening Coach is not right for you, call 1-888-895-4363 / 07087642810 within 10 days from your order date to cancel your trial and you owe nothing more. Shipping charges are the responsibility of the customer. By participating in the Trial you will be responsible for taking affirmative action during the Trial period to avoid further charges outlined in How the Offer Works. You will continue to be charged every 30 days at the full price plus shipping of \$10.91 until you cancel. By placing an order, you are agreeing to the terms and conditions in How the Offer Works. You may call 1-888-895-4363 / 07087642810 anytime to contact customer service regarding your shipment.

One-Month Supply

Get whiter, brighter, Younger-Looking teeth. 5 Shades Whiter in 5 Hours or less! Save 28% off the Retail Price. Buy now for only \$129.89.

Add to Cart

[Home Page](#) | [About Us](#) | [FAQs](#) | [Try It Now](#) | [Easy Cancel](#)

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Have Questions? Feel free to contact Customer Service by calling 1-888-895-4363 / 07087642810 24 hours, 7 days a week. Live Support: M-F 7am-7pm

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Bridge Ford, LLC
571 Corporate Center Dr Suite 200
Henderson, NV 89012

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I Terms and Conditions for Using the Information On This Site

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the \$1.03 processing charge (International orders must add \$5.66) and \$3.87 shipping charge, you will receive a one week trial of Whitening Coach™.

Unless you opt for the one-time purchase of a monthly supply for \$129.99, we'll enter you into our Smile Coach Club, which you will receive within 1-3 business days after placing your order. With the Home Beauty Club, you will receive a Monthly Maintenance professional-level dental syringe of Whitening Coach whitening solution to maintain your brand new, brilliant white smile. 10 days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-888-895-4363 / 07087642810 or www.WhiteningCoachAtHome.com), we'll conveniently bill your credit card \$94.31 for the full 30 day tooth whitening Smile Coach Club. Plus, you'll also get two (2) more syringes of professional-level dental syringe of Whitening Coach whitening solution about every 30 days to share with Friends and Family to put them on a path to a brilliant, healthy, white smile. All this at the same monthly in-home price you paid for the original full tooth whitening Smile Coach Club plus \$10.91 in shipping, conveniently billed to your credit card.

You can cancel in these easy ways; go to www.WhiteningCoachAtHome.com and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-888-895-4363 / 07087642810 or via written correspondence to Bridge Ford, LLC (an authorized reseller of Whitening Coach) 7350 Eastgate Rd Suite 140 Henderson, NV 89011. Our Customer Service Team is available 24 hours, 7 days a week.

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of Whitening Coach System in order to ensure you will not be billed for Whitening Coach.

For subsequent shipments in the Smile Coach Club program, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. Refunds are issued when the return is checked in and can take up to 72 hours to process. The shipping, handling, and processing fee are non-refundable.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA must be written on the package in order for credit to be issued. All shipping charges are the responsibility of the customer. Although you can return product from an ongoing Smile Coach Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

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Warning

For external use only. Avoid contact with eyes; flush with water upon contact. Discontinue use if irritation occurs.

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Other

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact customerservice@WhiteningCoachAtHome.com or call us Toll Free at 1-888-895-4363 / 07087642810 with any suggestions! Our Customer Service Team is available 24 hours, 7 days a week.

[Close Window](#)

PX6

Yadoo Attachment L

Website Excerpts



SkinnyIQ Online <https://www.skinnyiqenterprises.com/cart/productgroup>

home about faqs shop

Products



**Skinny & Smart™ Club
SPECIAL PRICING!**

Join our Skinny & Smart™ Club where you'll receive a 40% discount on our Retail Price each month. Now only \$34.37! You can cancel at any time for processing your order. If \$3.97 shipping and handling is applied, it will be deducted from your discount amount for yourself. Your credit card will be charged the selected S&P charge store. If SkinnyIQ is not right for you, call 1-800-505-6380 / 0871234552 within 10 days from your order date and we will issue a full refund. Shipping charges are the responsibility of the customer. By accepting this offer, you will be responsible for taking affirmative action during the trial period to avoid further charges outlined in [How the Offer Works](#). You will continue to be charged every 30 days at the full price plus shipping and handling if you do not cancel. To cancel, call 1-800-505-6380 / 0871234552 and cancellation is [How the Offer Works](#). You may add 1-800-505-6380 / 0871234552 anytime to contact customer service regarding your shipment!

Add to Cart



One-Month Supply

Save 15% Off the Suggested Retail Price!

Our one-month supply is great to help you with your weight loss goals. Buy now for only \$129.99.

Add to Cart

Contact Customer Service by calling 1-800-505-6380 / 0871234552. We accept VISA, MasterCard, American Express, Discover, and Diners Club. Please read the [Terms & Conditions of Using this Site](#), [Privacy Policy](#).

Note: Customer may have to pay nominal non-refundable Init. processing and/or shipping and handling fees. Standard shipping and handling costs on all orders. Please view the [Return Policy](#) for other restrictions that may apply.

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Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by BellaBrite or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A PROFESSIONAL BEFORE USING ANY WEIGHT LOSS PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

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We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Purchasing from the Home Page

Multiple offers are available for purchase through this site. Each offer may be subjected to its own terms. The terms of the offers available on this site are as follows:

- The SkinnyIQ Action Club™ Program - You understand that you are receiving free shipping only on the initial shipment and that you are signing up for ongoing monthly shipments of the the SkinnyIQ Action Club™ Program to be sent each month for \$94.31 plus \$10.91 shipping. You can cancel at any time but shipments will continue until you take affirmative action to cancel. You can return any shipment for a refund of the product price only by contacting customer service within 30 days of that shipment's initial shipping date. All shipping charges are the responsibility of the customer and are not refundable.
- One Month Supply – You will receive a one month supply at a discount of 10% off of the suggested retail price. You will pay a total of \$129.99. You can return that shipment for a refund for any reason only by contacting customer service within 30 days of the shipment's initial shipping date. All return shipping charges are the responsibility of the customer and are not refundable

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact customerservice@SkinnyQEEnterprises.com or call us Toll Free at 1-800-506-6390 / 08712846562 with any suggestions! Our Customer Service Team is available 24 hours, 7 days a week.

[Close Window](#)

PX6

Yadoo Attachment M

Website Excerpts

EASY CANCEL

TODAYS WHITENING TREND

[Home](#) // [About](#) // [FAQs](#) // [Shop Online](#)

Whitening Trend

No one likes having yellow teeth. It's embarrassing, and depending upon how frequently you drink coffee or wine, or smoke or eat candy - your teeth can reflect ALL of your bad habits.

We created Whitening Trend to help people just like you transform your smile into something you can be proud of. Since many teeth whitening formulas out there promise the world but don't deliver, we consulted with the best and came up with the EXACT FORMULA USED BY DENTISTS. But the good news is, you don't have to spend the same hundreds of dollars you would with your dentist.

TRY TODAY!



Have Questions? Feel free to contact Customer Service by calling 1-800-630-6329 / 447087642812 24 hours, 7 days a week. Live Support. M-F 7am-7pm

Note: Customer may have to pay nominal non-refundable trial, processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the Return Policy for other restrictions that may apply. [Privacy Policy](#)

Notice: Todays Whitening Trend is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order.

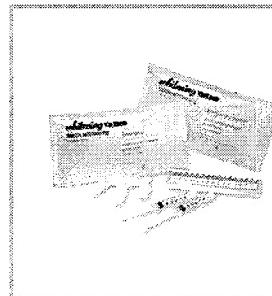
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Desert Gecko, LLC
1 E. Washington St., Ste. 300
Phoenix, AZ 85004

TODAYS WHITENING TREND

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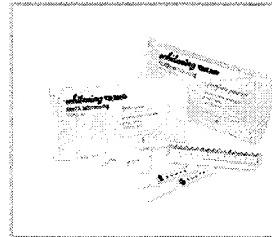
Products



Trendy Beauty Club **SPECIAL PRICING!**

[Add to Cart](#)

Trial Terms and Conditions: You must be 18 years old or older to participate in this trial. You must use your own credit card or debit card. Start your Trial now to receive a trial supply of Whitening Trend. You simply invest \$1.05 today for processing your order (plus \$3.87 for shipping and handling) to evaluate this great health care product for yourself. Your credit card will be charged the selected S&P charge above. If Whitening Trend is not right for you, call 1-800-630-6329 / 447087642812 within 10 days from your order date to cancel your trial and you owe nothing more. Shipping charges are the responsibility of the customer. By participating in the Trial, you are getting the rate of \$94.31 a discount of 28% off the normal retail price and you will be responsible for taking affirmative action during the Trial period to avoid further charges outlined in *How the Offer Works*. You will continue to be charged every 30 days at the full price plus shipping of \$70.97 until you cancel. By placing an order, you are agreeing to the terms and conditions in *How the Offer Works*. You may call 1-800-630-6329 / 447087642812 anytime to contact customer service regarding your shipment.



One-Month Supply

This Starter Kit comes complete with a one-month supply of eye cream. Buy now for only \$129.99.

Save 28% Off the Suggested Retail Price!

[Add to Cart](#)

Have Questions? Feel free to contact Customer Service by calling 1-800-630-6329 / 447087642812 24 hours, 7 days a week. Live Support: M-F 7am-7pm

Note: Customer may have to pay nominal non-refundable trial processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the Return Policy for other restrictions that may apply. Privacy Policy

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[Close Window](#)

**Terms and Conditions of How the Offer Works, Returns and Refund Policy,
Privacy Policy and Contact Information:**

You must be 18 years or older to participate in this Web-Only Trial offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the \$3.87 shipping fee and \$1.03 processing fee, you will receive a one week trial of Whitening Trend™, complete with professional quality 3ml dental syringe with 22% carbamide peroxide mint flavored solution, dental impression mouth piece tray, instruction booklet and shade whitening comparison chart. This Web-Only Trial kit is yours to keep. You will also receive a Trendy Beauty Club program full tooth whitening kit.

We'll enter you into our Desert Gecko, LLC (an authorized reseller of Whitening Trend) Trendy Beauty Club. With the Trendy Beauty Club program you'll get a Monthly Maintenance professional-level dental syringe of Whitening Trend whitening solution to maintain your brand new, brilliant white smile. 10 days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-800-630-6329 / 447087642812 or www.TodaysWhiteningTrend.com), we'll conveniently bill your credit card \$94.31 for the full 30 day tooth whitening Trendy Beauty Club. Plus, you'll also get two (2) more syringes of professional-level dental syringe of Whitening Trend whitening solution about every 30 days to share with Friends and Family to put them on a path to a brilliant, healthy, white smile. All this at the same monthly in-home price you paid for the original full tooth whitening Trendy Beauty Club plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "DGWHITE*TRND8006306329".

You'll discover that the Whitening Trend solution will quickly and safely start whitening your teeth to the brightness you desire and you'll enjoy smiling again!

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-800-630-6329 / 447087642812 or by visiting the Easy Cancel link on our website or via written correspondence to Desert Gecko, LLC (an authorized reseller of Whitening Trend) 7565 Commercial Way Unit E Henderson, NV 89011. If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Trendy Beauty Club Program portion of the whitening program (the two unused syringes in the Trendy Beauty Club Program box) in order to assure you will not be billed (please see our no-hassle product return policy below for details) for the Trendy Beauty Club Program. Return Shipping fees on returned Trendy Beauty Club Program packages will be reimbursed on request and with documentation of shipping price after the package has been received, up to a maximum of \$4.95.

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions, you are providing an electronic authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day thousands of Desert Gecko, LLC (an authorized reseller of Whitening Trend) customers use our product, and quickly attain that clean, attractive, bright smile they deserve.

It's quick, easy and SAFE to order. Just fill out the online Order Form and your Whitening Trend solution will be on the way.

We reserve the right to lower the price of the monthly supply in the trial shipment or subsequent shipment orders in the Trendy Beauty Club program, provided we notify you via email of a price change.

Desert Gecko, LLC (an authorized reseller of Whitening Trend)'s No-Hassle Product Return Policy

You can cancel in these easy ways: go to www.TodaysWhiteningTrend.com and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-800-630-6329 / 447087642812 or via written correspondence to Desert Gecko, LLC (an authorized reseller of Whitening Trend) 7565 Commercial Way Unit E Henderson, NV 89011. Our Customer Service Team is available 24 hours, 7 days a week.

If you cancel during the Web-Only Trial introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Trendy Beauty Club Program portion of the whitening program (the two unused syringes in the Trendy Beauty Club Program box) in order to ensure you will not be billed for the Trendy Beauty Club Program. If you return the Trendy Beauty Club Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Trendy Beauty Club program, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card (UK customers excluded).

Yadoo

Attachment M-3

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA must be written on the package in order for credit to be issued. All shipping charges are the responsibility of the customer. Although you can return product from an ongoing Trendy Beauty Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

If you have any questions about our policy, please email us at customerservice@TodaysWhiteningTrend. We will get back to you within one business day.

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Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or

using products sold by Desert Gecko, LLC (an authorized reseller of Whitening Trend) or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A DENTAL PRACTITIONER BEFORE USING ANY TOOTH WHITENING PRODUCT. AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

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We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact customerservice@TodaysWhiteningTrend.com or call us Toll Free at 1-800-630-6329 / 447087642812 with any suggestions! Our Customer Service Team is available 24 hours, 7 days a week.

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Customer Service: 1-866-229-2823 / 06712847642

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BlizzardWhite ULTRA

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BlizzardWhite

We created BlizzardWhite to help people just like you transform your smile into something you can be proud of. Since many teeth whitening formulas out there promise the world but don't deliver, we consulted with the best and came up with the EXACT FORMULA USED BY DENTISTS. But the good news is, you don't have to spend the same hundreds of dollars you would with your dentist.

TRY TODAY!

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Have Questions? Feel free to contact Customer Service by calling 1-866-229-2823 / 06712847542 24 hours, 7 days a week. Live Support M-F 8am-5pm.

NOTICE

Indigo Systems, LLC (an authorized reseller of Blizzard White) is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order.

NOTE

Customer may have to pay nominal non-refundable exclusive offer, processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the [Return and Refund Policy](#) for other restrictions that may apply.

Customer Service: 1-866-229-2823 / 08712847542

BlizzardWhite **ULTRA**

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Products

Snow White Club SPECIAL PRICING!

Enroll in our Snow White Club where you'll receive a 28% discount on our Retail Price each month. Now only \$84.31! You simply invest \$1.03 today for processing your order (plus \$3.67 for shipping and handling) to evaluate this great teeth whitening product for yourself. Your credit card will be charged the selected S&P charge above. If BlizzardWhite is not right for you, call 1-866-229-2823 / 08712847542 within 10 days from your order date to cancel your exclusive offer and you owe nothing more. Shipping charges are the responsibility of the customer. By participating in the exclusive offer, you will be responsible for taking affirmative action during the exclusive offer period to avoid further charges outlined in *How the Offer Works*. You will continue to be charged every 30 days at the full price plus shipping of \$10.91 until you cancel. By placing an order, you are agreeing to the terms and conditions in *How the Offer Works*. You may call 1-866-229-2823 / 08712847542 anytime to contact customer service regarding your shipment.

One-Month Supply

Save 28% Off the Suggested Retail Price!

Get whiter, brighter, Younger-Looking teeth. 5 Shades Whiter in 6 Hours or less!
Save 28% off the Retail Price. Buy now for only \$129.99

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Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-Only exclusive offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the \$1.03 processing charge (international orders must add \$5.66) and \$3.87 shipping charge, you will receive a one week exclusive offer of BlizzardWhite™, complete with professional quality 3ml dental syringe with 22% carbamide peroxide mint flavored solution, dental impression mouth piece tray, instruction booklet and shade whitening comparison chart. This Web-Only exclusive offer kit is yours to keep. You will also receive a Snow White Club program full tooth whitening kit.

We'll enter you into our Indigo Systems, LLC (an authorized reseller of Blizzard White) Snow White Club. With the Snow White Club program you'll get a Monthly Maintenance professional-level dental syringe of BlizzardWhite whitening solution to maintain your brand new, brilliant white smile. 10 days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-866-229-2823 / 08712847542 or www.BlizzardWhiteUltra.com), we'll conveniently bill your credit card \$94.31 for the full 30 day tooth whitening Snow White Club. Plus, you'll also get two (2) more syringes of professional-level dental syringe of BlizzardWhite whitening solution about every 30 days to share with Friends and Family to put them on a path to a brilliant, healthy, white smile. All this at the same monthly in-home price you paid for the original full tooth whitening Snow White Club plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "ISBLIZZ*WT8662292823"

You'll discover that the BlizzardWhite solution will quickly and safely start whitening your teeth to the brightness you desire and you'll enjoy smiling again!

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-866-229-2823 / 08712847542 or by visiting the Easy Cancel link on our website or via written correspondence to Indigo Systems, LLC (an authorized reseller of Blizzard White) 7565 Commercial Way, Unit E Henderson, NV 89011. If you cancel during the Web-Only introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Snow White Club Program portion of the whitening program (the two unused syringes in the Snow White Club Program box) in order to assure you will not be billed (please see our no-hassle product return policy below for details) for the Snow White Club Program. Return Shipping fees on returned Snow White Club Program packages will be reimbursed on request and with documentation of shipping price after the package has been received, up to a maximum of \$4.95.

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions, you are providing an electronic authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day thousands of Indigo Systems, LLC (an authorized reseller of Blizzard White) customers use our product, and quickly attain that clean, attractive, bright smile they deserve.

It's quick, easy and SAFE to order. Just fill out the online Order Form and your BlizzardWhite solution will be on the way.

We reserve the right to lower the price of the monthly supply in the exclusive offer shipment or subsequent shipment orders in the Snow White Club program, provided we notify you via email of a price change.

Indigo Systems, LLC (an authorized reseller of Blizzard White)'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to www.BlizzardWhiteUltra.com and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-866-229-2823 / 08712847542 or via written correspondence to Indigo Systems, LLC (an authorized reseller of Blizzard White) 7565 Commercial Way, Unit E Henderson, NV 89011. Our Customer Service Team is available 24 hours, 7 days a week.

If you cancel during the Web-Only introduction offer, you will be given 15 days from the day you cancel to return the unopened, unused Snow White Club Program portion of the whitening program (the two unused syringes in the Snow White Club Program box) in order to ensure you will not be billed for the Snow White Club Program. If you return the Snow White Club Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Snow White Club program, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. If the product needs to be either destroyed (seal or packaging was broken or torn) or repackaged (it is returned in a non-marketable condition), then a \$19.60 destruction/repackaging fee will be charged to your credit card (UK customers excluded).

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only exclusive offer shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA must be written on the package in order for credit to be issued. All shipping charges are the responsibility of the customer. Although you can return product from an ongoing Snow White Club shipment, you cannot return product from the Web-Only exclusive offer once the Web-Only exclusive offer has elapsed and you have been billed for the product.

If you have any questions about our policy, please email us at customerservice@BlizzardWhiteUltra.com. We will get back to you within one business day.

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Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

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Sedona Beauty Secrets

This deeply hydrating formula combines enzymes with nourishing botanicals to bring moisture and radiance back to your skin. Try Sedona Beauty Secrets today and start to look younger!

TRY TODAY!

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Products



Desert Oasis Club SPECIAL PRICING!

Add to Cart

Enroll in our Desert Oasis Club. Now only \$94.31! You simply invest \$1.03 today for processing your order (plus \$3.87 for shipping and handling) to evaluate this great skin care product for yourself. Your credit card will be charged the selected S&P charge above. If Sedona Beauty Secrets is not right for you, call 1-888-978-2848 / 447012929026 within 10 days from your order date to cancel your exclusive offer and you owe nothing more. Shipping charges are the responsibility of the customer. By participating in the exclusive offer, you will be responsible for taking affirmative action during the exclusive offer period to avoid further charges outlined in *How the Offer Works*. You will continue to be charged every 30 days at the full price plus shipping of \$10.91 until you cancel. By placing an order, you are agreeing to the terms and conditions in *How the Offer Works*. You may call 1-888-978-2848 / 447012929026 anytime to contact customer service regarding your shipment.



One-Month Supply

Save 25% Off the Suggested Retail Price!

Add to Cart

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NOTICE

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NOTE

Customer may have to pay nominal non-refundable trial, processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the [Return and Refund Policy](#) for other restrictions that may apply.

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You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the \$1.03 processing charge (International orders must add \$5.66) and \$3.87 shipping charge, you will receive a one week trial of Sedona Beauty Secrets™ Eye Creme.

We'll enter you into our Sandstone Beach, LLC (an authorized reseller of Sedona Beauty Secrets) Desert Oasis Club. With the Desert Oasis Club program you'll get Sedona Beauty Secrets™ Eye Creme and Patches, so you can maintain your great skin. (10) days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-888-978-2848 / 447012929026 or visiting www.SedonaBeautyDirect.com), we'll conveniently bill your credit card \$94.31 for the full 30 day Sedona Beauty Secrets™ System. Every 30 days from the end of your trial period you will also receive a shipment of Desert Oasis Club to put you on the path to beautiful skin. All this at the same monthly in-home price you paid for the original Sedona Beauty Secrets™ System plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "SBS*SEDONAB8889782848"

You'll discover that Sedona Beauty Secrets will deliver beautiful, more youthful results with our unique formula which includes, Longevicell, Haloxyl, Green Tea Extract, and Rosehip Oil..

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at Sandstone Beach, LLC (an authorized reseller of Sedona Beauty Secrets) or by visiting the Easy Cancel link on our website or via written correspondence to Sandstone Beach, LLC (an authorized reseller of Sedona Beauty Secrets) 7565 Commercial Way Unit E Henderson, NV 89011. If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of Sedona Beauty Secrets in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment.

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions (or agreeing to the terms during the course of a telecenter call), you are providing an electronic or verbal authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day Sedona Beauty Secrets customers use our product, and quickly attain the younger-looking skin they deserve.

It's quick, easy and SAFE to order. Just fill out the online Order Form and your Sedona Beauty Secrets will be on the way.

We reserve the right to lower the price of the monthly supply in the trial shipment or subsequent shipment orders in the Desert Oasis Club provided we notify you via email of a price change.

Sandstone Beach, LLC (an authorized reseller of Sedona Beauty Secrets)' No-Hassle Product Return Policy

You can cancel in these easy ways: go to www.SedonaBeautyDirect.com and click on the Easy Cancel Button on the top of the page or call our customer service center at Sandstone Beach, LLC (an authorized reseller of Sedona Beauty Secrets) or via written correspondence to Sandstone Beach, LLC (an authorized reseller of Sedona Beauty Secrets) 7565 Commercial Way Unit E Henderson, NV 89011. Our Customer Service Team is available 24 Hours a day / 7 Days a Week.

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of Sedona Beauty Secrets System in order to ensure you will not be billed for Sedona Beauty Secrets.

For subsequent shipments in the Desert Oasis Club, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. All shipping charges are the responsibility of the customer.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Offer shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA must be written on the package in order for credit to be issued. All shipping charges are the responsibility of the customer. Although you can return product from an ongoing Desert Oasis Club shipment, you cannot return product from the Web-Only Offer once the Web-Only Offer has elapsed and you have been billed for the product.

If you have any questions about our policy, please email us at mark@SedonaBeautyDirect.com. We will get back to you within one business day.

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SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These

should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact mark@SedonaBeautyDirect.com or call us Toll Free at 1-888-978-2848 / 447012929026 with any suggestions! Our Customer Service Team is available 24 hours, 7 days a week.

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Yadoo Attachment P

Website Excerpts

BellaAtHome Results

Home | About | FAQs | Shop Online | EASY CANCEL

Why Choose Us?

- 22% Carbamide Peroxide Solution
- Customizable Mouth Trays
- Fresh, Minty Taste



BellaAtHome

We created BellaAtHome to help people just like you transform your smile into something you can be proud of. Since many teeth whitening formulas out there promise the world but don't deliver, we consulted with the best and came up with a fantastic formula.



TRY TODAY!

SITE

[Home](#)
[About](#)
[FAQs](#)
[Privacy Policy](#)
[Terms & Conditions](#)
[Terms of Offer](#)

SUPPORT

Have Questions? Feel free to contact Customer Service by calling 1-877-766-8239 / 08442021800 24 hours, 7 days a week. Live Support: M-Sat 7am-7pm.

Snow Sale, LLC
4845 Pearl East Circle, Ste. 101
Boulder, CO 80301

NOTICE

BellaAtHome is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order. [Terms of the Offer](#).

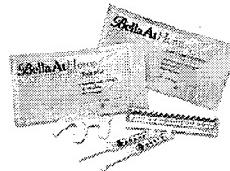
NOTE

Customer may have to pay nominal non-refundable trial processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the [Return and Refund Policy](#) for other restrictions that may apply.

BellaAtHome Results

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Products



Home Beauty™ Club SPECIAL PRICING!

[Add to Cart](#)

Enroll in our Home Beauty™ Club where you'll receive a 40% discount on our Retail Price each month. Now only \$94.31! You simply invest \$1.03 today for processing your order (plus \$3.87 for shipping and handling) to evaluate this great teeth whitening product for yourself. Your credit card will be charged the selected S&H charge above. If BellaAtHome is not right for you, call 1-877-766-6239 / 08442021800 within 10 days from your order date to cancel your trial and you owe nothing more. Shipping charges are the responsibility of the customer. By participating in the Trial, you will be responsible for taking affirmative action during the Trial period to avoid further charges outlined in *How the Offer Works*. You will continue to be charged every 30 days at the full price plus shipping of \$10.91 until you cancel. By placing an order, you are agreeing to the terms and conditions in *How the Offer Works*. You may call 1-877-766-6239 / 08442021800 anytime to contact customer service regarding your shipment.



One-Month Supply

Get whiter, brighter, Younger-Looking teeth. 5 Shades Whiter in 5 Hours or less!
Save 28% off the Retail Price. Buy now for only \$129.99.

Save 28% Off the Suggested Retail Price!

[Add to Cart](#)

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NOTE

Customer may have to pay nominal non-refundable trial, processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the [Return and Refund Policy](#) for other restrictions that may apply.

[Close Window](#)

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the \$1.03 processing charge (International orders must add \$5.66) and \$3.87 shipping charge, you will receive a one week trial of BellaAtHome™.

Unless you opt for the one-time purchase of a monthly supply for \$129.99, we'll enter you into our Home Beauty™ Club, which you will receive within 1-3 business days after placing your order. With the Home Beauty Club, you will receive a Monthly Maintenance professional-level dental syringe of BellaAtHome whitening solution to maintain your brand new, brilliant white smile. 10 days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-877-766-6239 / 08442021800 or www.BellaAtHomeResults.com), we'll conveniently bill your credit card \$94.31 for the full 30 day tooth whitening Home Beauty™ Club. Plus, you'll also get two (2) more syringes of professional-level dental syringe of BellaAtHome whitening solution about every 30 days to share with Friends and Family to put them on a path to a brilliant, healthy, white smile. All this at the same monthly in-home price you paid for the original full tooth whitening Home Beauty™ Club plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "bellahm*wte8777666239".

You'll discover that the BellaAtHome solution will quickly and safely start whitening your teeth to the brightness you desire and you'll enjoy smiling again!

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at Snow Sale, LLC (an authorized reseller of BellaAtHome) or by visiting the Easy Cancel link on our website or via written correspondence to Snow Sale, LLC (an authorized reseller of BellaAtHome) 7565 Commercial Way, Unit E Henderson, NV 89011. If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of BellaAtHome in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment.

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions, you are providing an electronic authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day thousands of Snow Sale, LLC (an authorized reseller of BellaAtHome) customers use our product, and quickly attain that clean, attractive, bright smile they deserve.

It's quick, easy and SAFE to order. Just fill out the online Order Form and your BellaAtHome solution will be on the way.

We reserve the right to lower the price of the monthly supply in the trial shipment or subsequent shipment orders in the Home Beauty™ Club program, provided we notify you via email of a price change.

Snow Sale, LLC (an authorized reseller of BellaAtHome)'s No-Hassle Product Return Policy

You can cancel in these easy ways: go to www.BellaAtHomeResults.com and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-877-766-6239 / 08442021800 or via written correspondence to Snow Sale, LLC (an authorized reseller of BellaAtHome) 7565 Commercial Way, Unit E Henderson, NV 89011. Our Customer Service Team is available 24 hours, 7 days a week.

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of BellaAtHome System in order to ensure you will not be billed for BellaAtHome.

For subsequent shipments in the Home Beauty™ Club program, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. Refunds are issued when the return is checked in and can take up to 72 hours to process. The shipping, handling, and processing fee are non-refundable.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA must be written on the package in order for credit to be issued. All shipping charges are the responsibility of the customer. Although you can return product from an ongoing Home Beauty™ Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

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Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Snow Sale, LLC (an authorized reseller of BellaAtHome) or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A DENTAL PRACTITIONER BEFORE USING ANY TOOTH WHITENING PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

Use of this Site

Except as specifically stated on this site, neither Snow Sale, LLC (an authorized reseller of BellaAtHome) nor any of its directors, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of damage to property and claims of third parties.

We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or

discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

I Other

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Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact customerservice@BellaAtHomeResults.com or call us Toll Free at 1-877-766-6239 / 08442021800 with any suggestions! Our Customer Service Team is available 24 hours, 7 days a week.

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Website Excerpts

Action Pro Online x +

actionproonline.com C Search

Home About Action Pro White FAQs Try Today Easy Cancel

1-866-711-2832 / 447042034685

Brighten your smile like never before!

No one likes having yellow teeth. It's embarrassing, and depending upon how frequently you drink coffee or wine, or smoke or eat candy - your teeth can reflect ALL of your bad habits.

We created Action Pro White to help people just like you transform your smile into something you can be proud of. Since many teeth whitening formulas out there promise the world but don't deliver, we consulted with the best and came up with the EXACT FORMULA USED BY DENTISTS. But the good news is, you don't have to spend the same hundreds of dollars you would with your dentist.

Action Pro White contains 22% carbamide peroxide, the same concentration used by dentists worldwide. So if you want dentist-office-quality results when you whiten your teeth, try Action Pro White - the same formula used by dentists - for less.

Try it yourself - and see why Action Pro White's formula is TRUSTED BY DENTISTS for their patients nationwide.

Feel free to contact Customer Service by calling 1-866-711-2832 / 447042034685 24 hours, 7 days a week. Live Support: M-F 8am-5pm
Note: Customer may have to pay nominal non-refundable trial, processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the Return Policy for other restrictions that may apply.
Privacy Policy. Please read the Terms & Conditions of Using this Site. Please read the Terms of the Offer.
Notice: Solid Ice, LLC (an authorized reseller of Action Pro White) is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order. Solid Ice, LLC is an authorized reseller of Action Pro White

Action Pro Online

Home About Action Pro White FAQs Try Today 1-866-711-2832 / 447042034685

**Take Action™ Club
SPECIAL PRICING!**

Add to my Cart!

More Details

Enroll in our Take Action™ Club where you'll receive a 40% discount on our Retail Price each month. Now only \$94.31! You simply invest \$1.03 today for processing your order (plus \$3.87 for shipping and handling) to evaluate this great teeth whitening product for yourself. Your credit card will be charged the selected S&P charge above. If Action Pro White is not right for you, call 1-866-711-2832 / 447042034685 within 10 days from your order date to cancel your trial and you owe nothing more. Shipping charges are the responsibility of the customer. By participating in the Trial, you will be responsible for taking affirmative action during the Trial period to avoid further charges outlined in How the Offer Works. You will continue to be charged every 30 days at the full price plus shipping of \$10.91 until you cancel. By placing an order, you are agreeing to the terms and conditions in How the Offer Works. You may call 1-866-711-2832 / 447042034685 anytime to contact customer service regarding your shipment.

One-Month Supply

Saves 28% Off the Suggested Retail Price!

Add to my Cart!

More Details

Get whiter, brighter, Younger-Looking teeth. 5 Shades Whiter in 5 Hours or less! Save 28% off the Retail Price. Buy now for only \$129.99.

Fee's free to contact Customer Service by calling 1-866-711-2832 / 447042034685 24 hours, 7 days a week. Live Support: M-F 8am-5pm

Note: Customer may have to pay nominal non-refundable trial, processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the Return Policy for other restrictions that may apply.

Privacy Policy: Please read the Terms & Conditions of Using this Site. Please read the Terms of the Offer.

Notice: Solid Ica, LLC (an authorized reseller of Action Pro White) is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order. Solid Ica, LLC is an authorized reseller of Action Pro White.

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Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-Only Trial offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the \$1.03 processing charge (international orders must add \$) and \$3.87 shipping charge, you will receive a one week trial of Action Pro White™, complete with professional quality 3ml dental syringe with 22% carbamide peroxide mint flavored solution, dental impression mouth piece tray, instruction booklet and shade whitening comparison chart. This Web-Only Trial kit is yours to keep. You will also receive a Take Action™ Club program full tooth whitening kit.

We'll enter you into our Solid Ice, LLC (an authorized reseller of Action Pro White) Take Action™ Club. With the Take Action™ Club program you'll get a Monthly Maintenance professional-level dental syringe of Action Pro White whitening solution to maintain your brand new, brilliant white smile. 10 days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 1-866-711-2832 / 447042034685 or www.ActionProOnline.com), we'll conveniently bill your credit card \$94.31 for the full 30 day tooth whitening Take Action™ Club. Plus, you'll also get two (2) more syringes of professional-level dental syringe of Action Pro White whitening solution about every 30 days to share with Friends and Family to put them on a path to a brilliant, healthy, white smile. All this at the same monthly in-home price you paid for the original full tooth whitening Take Action™ Club plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "actpro*wtsi8667112832".

You'll discover that the Action Pro White solution will quickly and safely start whitening your teeth to the brightness you desire and you'll enjoy smiling again!

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at 1-866-711-2832 / 447042034685 or by visiting the Easy Cancel link on our website or via written correspondence to Solid Ice, LLC (an authorized reseller of Action Pro White) 6330 N. Washington St. Unit 8, Denver, CO 80216. If you cancel during the Web-Only Trial introduction offer, you will be given 30 days from the day you cancel to return the unopened, unused Complete Program portion of the whitening program (the two unused syringes in the Complete Program box) in order to assure you will not be billed (please see our no-hassle product return policy below for details) for the Complete Program. Return Shipping fees on returned Complete Program packages will be reimbursed on request and with documentation of shipping price after the package has been received.

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions, you are providing an electronic authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day thousands of Solid Ice, LLC (an authorized reseller of Action Pro White) customers use our product, and quickly attain that clean, attractive, bright smile they deserve.

It's quick, easy and SAFE to order. Just fill out the online Order Form and your Action Pro White solution will be on the way.

We reserve the right to lower the price of the monthly supply in the trial shipment or subsequent shipment orders in the Take Action™ Club program, provided we notify you via email of a price change.

Solid Ice, LLC (an authorized reseller of Action Pro White)'s No-Hassle Product Return Policy

You can cancel in these easy ways; go to www.ActionProOnline.com and click on the Easy Cancel Button at the top of the page or call our customer service center at 1-866-711-2832 / 447042034685 or via written correspondence to Solid Ice, LLC (an authorized reseller of Action Pro White) 6330 N. Washington St. Unit 8, Denver, CO 80216. Our Customer Service Team is available 24 hours, 7 days a week.

If you cancel during the Web-Only Trial introduction offer, you will be given 30 days from the day you cancel to return the unopened, unused Complete Program portion of the whitening program (the two unused syringes in the Complete Program box) in order to ensure you will not be billed for the Complete Program. If you return the Complete Program and it is unopened with its seal intact and in good, marketable condition without package blemishes, you will not be charged for the product.

For subsequent shipments in the Take Action™ Club program, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA must be written on the package in order for credit to be issued. All shipping charges are the responsibility of the customer. Although you can return product from an ongoing Take Action™ Club™ shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

Customers purchasing Action Pro White through an incentive web site (qualifying for, as an example, a Free IPOD® through a third party advertiser) and initiating a cancel before the initial product shipment has been received by the customer will result in disqualification for your free gift.

If you have any questions about our policy, please email us at customerservice@ActionProOnline.com. We will get back to you within one business day.

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We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

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Company Contact Information

Solid Ice, LLC
1166 E. Warner Rd., Ste. 101
Gilbert, AZ 85296

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Website Excerpts

**Smile Pro
Brands**

EASY CANCEL

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Customer Service:
866-441-5234 / 08712847543

**Want Your Teeth
to be Whiter?**

- 22% Carbamide Peroxide
- Customizable Mouth Trays
- Fresh, Minty Taste

TRY TODAY!



Smile Pro Direct

No one likes having yellow teeth. It's embarrassing, and depending upon how frequently you drink coffee or wine, or smoke or eat candy - your teeth can reflect ALL of your bad habits.

We created Smile Pro Direct to help people just like you transform your smile into something you can be proud of. Since many teeth whitening formulas out there promise the world but don't deliver, we consulted with the best and came up with a fantastic formula.



Ingredients: 22% Carbamide Peroxide, Glycerin, Propylene Glycol, Carbomer, Triethanolamine (TEA), Natural Flavor, Xylitol, Stevia Rebaudiana (stevia)

Have Questions? Feel free to contact Customer Service by calling 866-441-5234 / 08712847543 24 hours, 7 days a week. Live Support. M-F 8am-5pm

Note: Customer may have to pay nominal non-refundable trial processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the [Return and Refund Policy](#) for other restrictions that may apply. [Privacy Policy](#)

Notice: Smile Pro Brands is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order.

Please read the [Terms & Conditions](#) of Using this Site. [Terms of the Offer](#).

Thunder Avenue, LLC | 100 Fillmore SL, 5TH Fl | Denver, CO 80206



[Home](#)

[About](#)

[FAQs](#)

[Shop Online](#)

Customer Service:

866-441-5234 / 08712847543

Products

Pro White Club SPECIAL PRICING!

[Add to Cart](#)



Enroll in our Pro White Club where you'll receive a 40% discount on our Retail Price each month. Now only \$94.31! You simply invest \$1.03 today for processing your order (plus \$3.87 for shipping and handling) to evaluate this great teeth whitening product for yourself. Your credit card will be charged the selected S&P charge above. If Smile Pro Direct is not right for you, call 866-441-5234/08712847543 within 10 days from your order date to cancel your trial and you owe nothing more. Shipping charges are the responsibility of the customer. By participating in the Trial, you will be responsible for taking affirmative action during the trial period to avoid further charges outlined in How the Offer Works. You will continue to be charged every 30 days at the full price plus shipping of \$10.91 until you cancel. By placing an order, you are agreeing to the terms and conditions in How the Offer Works. You may call 866-441-5234/08712847543 anytime to contact customer service regarding your shipment.

One-Month Supply

Save 28% Off the Suggested Retail Price!



Get whiter, brighter, Younger-Looking teeth. 5 Shades Whiter in 5 Hours or less! Save 28% off the Retail Price.
Buy now for only \$129.99

[Add to Cart](#)

Have Questions? Feel free to contact Customer Service by calling 866-441-5234 / 08712847543 24 hours, 7 days a week. Live Support: M-F 8am-5pm

Note: Customer may have to pay nominal non-refundable trial processing and/or shipping and handling fees at sign-up. Customer is responsible for shipping costs on all returns. Please view the [Return and Refund Policy](#) for other restrictions that may apply. [Privacy Policy](#)

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[Close Window](#)

Terms and Conditions of How the Offer Works, Returns and Refund Policy, Privacy Policy and Contact Information:

You must be 18 years or older to participate in this Web-only Offer. You are required to use your own credit card or debit card, you cannot use the credit card of another person. By paying the \$1.03 processing charge (international orders must add \$0) and \$3.87 shipping charge, you will receive a one week trial of Smile Pro Direct™.

Unless you opt for the one-time purchase of a monthly supply for \$129.99, we'll enter you into our Pro White Club, which you will receive within 1-3 business days after placing your order. With the Home Beauty Club, you will receive a Monthly Maintenance professional-level dental syringe of Smile Pro Direct whitening solution to maintain your brand new, brilliant white smile. 10 days from the date of order processing, unless you decide to take an action to cancel (by calling our customer service center at 866-441-5234 / 08712847543 or www.SmileProBrands.com), we'll conveniently bill your credit card \$94.31 for the full 30 day tooth whitening Pro White Club. Plus, you'll also get two (2) more syringes of professional-level dental syringe of Smile Pro Direct whitening solution about every 30 days to share with Friends and Family to put them on a path to a brilliant, healthy, white smile. All this at the same monthly in-home price you paid for the original full tooth whitening Pro White Club plus \$10.91 in shipping, conveniently billed to your credit card.

All charges associated with this transaction will appear on your bill under the name: "TUHNDRE*SMILEPROBRAND".

You'll discover that the Smile Pro Direct solution will quickly and safely start whitening your teeth to the brightness you desire and you'll enjoy smiling again!

Of course, you can also cancel any time after you receive your special offer shipment or any subsequent shipments by calling customer service at Thunder Avenue, LLC (an authorized reseller of Smile Pro Direct) or by visiting the Easy Cancel link on our website or via written correspondence to Thunder Avenue, LLC (an authorized reseller of Smile Pro Direct) 7350 Eastgate Rd Suite 140 Henderson, NV 89011. If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of Smile Pro Direct in order to ensure you will not be billed (please see our no-hassle product return policy below for details) for the complete treatment.

By clicking on the box or button at the time of order and accepting the How The Offer Works conditions, you are providing an electronic authorization of a charge to your credit or debit card under the Electronic Funds Transfer act.

Every day thousands of Thunder Avenue, LLC (an authorized reseller of Smile Pro Direct) customers use our product, and quickly attain that clean, attractive, bright smile they deserve.

It's quick, easy and SAFE to order. Just fill out the online Order Form and your Smile Pro Direct solution will be on the way.

We reserve the right to lower the price of the monthly supply in the trial shipment or subsequent shipment orders in the Pro White Club program, provided we notify you via email of a price change.

Thunder Avenue, LLC (an authorized reseller of Smile Pro Direct)'s No-Hassle Product Return Policy

You can cancel in these easy ways: go to www.SmileProBrands.com and click on the Easy Cancel Button at the top of the page or call our customer service center at 866-441-5234 / 08712847543 or via written correspondence to Thunder Avenue, LLC (an authorized reseller of Smile Pro Direct) 7350 Eastgate Rd Suite 140 Henderson, NV 89011. Our Customer Service Team is available 24 hours, 7 days a week.

If you cancel during the Web-Only Offer introduction offer, you will be given 15 days from the day you cancel to return the unused portion of Smile Pro Direct System in order to ensure you will not be billed for Smile Pro Direct.

For subsequent shipments in the Pro White Club program, you may only return the most recent complete shipment for credit. We do not charge a restocking fee. As long as the product is unopened with its seal intact and in good, marketable condition without package blemishes, you will be refunded the complete amount you were charged for the product. Refunds are issued when the return is checked in and can take up to 72 hours to process. The shipping, handling, and processing fee are non-refundable.

To receive a refund for a returned product from an ongoing product shipment (not a Web-Only Trial shipment), you must request an RMA (Returned Merchandise Authorization Number) within 30 days of the last shipment and this RMA must be written on the package in order for credit to be issued. All shipping charges are the responsibility of the customer. Although you can return product from an ongoing Pro White Club shipment, you cannot return product from the Web-Only Trial once the Web-Only Trial has elapsed and you have been billed for the product.

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PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.

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Yadoo

Attachment R-3

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Warning

We will try to place the proper warnings and product interactions throughout this web site, but inevitably we will fail to cover all subject matter. That is why it is imperative that you speak with your dental and primary health care practitioner before buying or using products sold by Thunder Avenue, LLC (an authorized reseller of Smile Pro Direct) or any other company. Each person is different, and the way each person reacts to a particular product may be significantly different from each another. YOU SHOULD ALWAYS SEEK THE ADVICE OF A DENTAL PRACTITIONER BEFORE USING ANY TOOTH WHITENING PRODUCT AND YOU SHOULD ALWAYS INFORM YOUR PHARMACY AND PHYSICIAN OF ITS USE.

Use of this Site

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We do not warrant and shall have no liability regarding information provided in this site regarding recommendations for any and all dental health purposes.

SMS, Wireless and Other Mobile Offerings

Some of the services that we provide will result in sending an SMS, wireless or other mobile offering to your cell phone. These

should be obvious in the context of the offering at the time you sign up. By signing up, you are agreeing to receive these mobile offerings. You understand that your wireless carrier's standard rates apply to these messages. To unsubscribe or discontinue SMS messages, send "STOP", "END", "QUIT" to the SMS text message you have received. This process impacts only the future delivery of the particular SMS message offering, so you must send that message for each offering. This will not affect offerings sent on behalf of third parties.

Other

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to choice of law rules. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

Contacting the Web Site

If you have any questions about the practices of this site or your dealings with this Web site, you can contact customerservice@SmileProBrands.com or call us Toll Free at 866-441-5234 / 08712847543 with any suggestions! Our Customer Service Team is available 24 hours, 7 days a week.

[Close Window](#)

PX7

Declaration of Christopher Hundycz
FTC Visual Information Specialist

DECLARATION OF CHRISTOPHER HUNDYCZ
Pursuant to 28 U.S.C. §1746

I, Christopher Hundycz, have personal knowledge of the facts set forth below. If called as a witness, I could and would testify as follows:

1. I am over 18 years of age and am employed by the Federal Trade Commission (“FTC”) as a Visual Information Specialist in the FTC’s Bureau of Consumer Protection (“BCP”), and specifically in its Consumer and Business Education Office. My work address is 600 Pennsylvania Ave., N.W., Washington, D.C. 20580.
2. I hold an Associate’s Degree in Liberal Arts from Danville Community College and graduated with a Bachelors in Science for Information Science and Systems from Radford University in May, 2010.
3. I have worked for the FTC as a Visual Information Specialist since September 2010. In this capacity, I work on and maintain the FTC’s consumer and business facing websites. I also assist trial attorneys and investigators within BCP with IT services such as domain registry management and web development tasks.
4. In my capacity as a Visual Information Specialist at the FTC, I was assigned to work on the matter *FTC v. RevMountain, LLC, et al.*, in January, 2017.
5. On January 26th, 2017, FTC attorney Sarah Waldrop asked me to create a working copy of a website for a company called Smile Pro Direct, which sold teeth whitening products. In other words, I was asked to recreate the Smile Pro Direct website and make it interactive. I will refer to the Smile Pro Direct website I recreated as the “Test Website.”
6. I created the Test Website by using the programs Snagit and Camtasia in a computer lab with external internet connections and various IP addresses that allow us to browse websites.
7. Snagit allows me to download a website’s code, including a website’s html,

javascript, stylesheets and images. It also allows me to save the code locally to a computer or network for use offline. From my understanding, Snagit cannot download certain server side scripts and processes from the website servers themselves. Scripts, which are sets of instructions telling the server what to do, enable websites to, among other things, process online transactions.

8. Crystal Ostrum, an FTC investigator, completed an online buy on the Smile Pro Direct website on March, 9th, 2017. I sat with her while she did this and used Snagit to download the website's code on each page. I was able to see how the Smile Pro Direct website looks and responds when a user submits credit card and personal information for payment. I was then able to fill in the gaps the missing scripts created by writing the code necessary to mimic the way the online payment processing and card authentication pages look.

9. The Test Website was a dummy site, however, meaning a user could not complete an online transaction on it because the Test Website was unable to process or charge credit cards. Accordingly, I modified the Test Website, though use of appropriate code, to mimic these effects and allow users to experience the complete online checkout process. This was the only modification I performed to the Test Website.

10. I created the Test Site to function exactly the same way as the Smile Pro Direct website I observed during Ms. Ostrum's purchase. The only differences between the Test Website and the Smile Pro Direct Website are that the Test Website site does not actually create an order, internet connection, database connection, or charge.

11. Before I finalized the Test Website, Dr. Florian Schaub, a human-computer interaction expert, compared it to videos and snapshots of defendants' websites which were provided to him by the FTC case team. Dr. Schaub spoke with me about his observations. I made some corrections to the Test Website based on Dr. Schaub's review and comparison.

12. Creating the Test Website took about two months to complete.

13. A true and correct recording of an interaction with the Test Website is attached to my declaration as Attachment A.

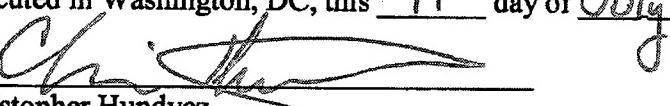
14. True and correct copies of snapshots of the Test Website's landing page, billing information page, processing order pages, complete checkout page, and transaction confirmation page are attached to my declaration as Attachments B, C, D, E, and F.

15. When I finished creating the Test Website and it operated as it does online, I placed a copy of it on a shared drive used by the *FTC v. RevMountain, LLC, et al.* case team so that the team members would be able to access it.

16. My understanding is that the case team sent a copy of the completed Test Website to Florian Schaub via Accellion, a secure file transfer service used by the FTC.

17. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Washington, DC, this 11th day of July 2017.

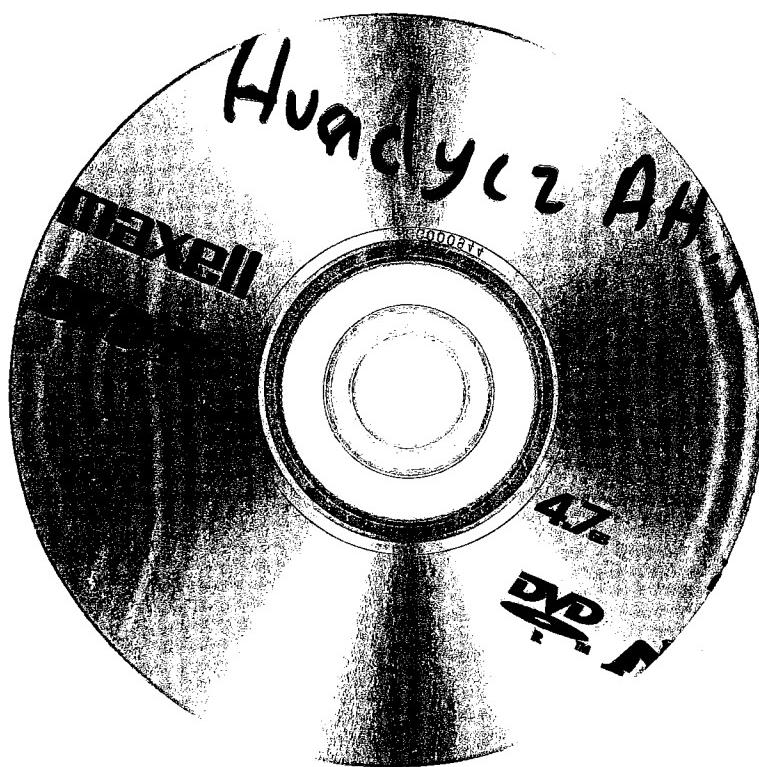

Christopher Hundycz

PX7

Hundycz Attachment A

Smile Pro Direct/Action Pro White Website Video

Attachment filed in native format on disc



PX7

Hundycz Attachment B

Landing Page Screenshot

Attachment B – Landing Page:

ATTENTION: Due to high demand from recent media coverage we can no longer guarantee supply.
As of February 1, 2017 we currently have the product IN STOCK and will ship within 24 hours of purchase.



Internet Exclusive Offer
Smile Pro Direct
ACHIEVE VISIBLY WHITER TEETH
5 Shades Whiter in 5 Days
Fast-Acting Results
Satisfaction Guaranteed
HURRY! CLAIM YOUR TRIAL TODAY!
LIMIT 1 ORDER PER CUSTOMER
Trials Are Going Fast!

1000's OF TRIALS CLAIMED!

TELL US WHERE TO SEND YOUR TRIAL TODAY!

First Name: First Name
Last Name: Last Name
Country: United States
Address: Address
Zip Code: Zip Code
City: City
State/Prov.: — Select One —
Phone: Phone
Email: Email Address
Secure 256 Bit Encrypted Connection

RUSH MY TRIAL

McAfee SECURE Norton SECURITY

SMILE PRO DIRECT How It Works

No one likes having yellow teeth. It's embarrassing, and depending upon how frequently you drink coffee or wine, or smoke or eat candy - your teeth can reflect ALL of your bad habits. We created Smile Pro Direct to help people just like you transform your smile into something you can be proud of. Since many teeth whitening formulas out there promise the world but don't deliver, we consulted with the best and came up with the EXACT FORMULA USED BY DENTISTS. But the good news is, you don't have to spend the same hundreds of dollars you would with your dentist. So if you want dentist-office-quality results when you whiten your teeth, try Smile Pro Direct - the same formula used by dentists - for less.



PX7

Hundycz Attachment C

Payment Page Screenshot

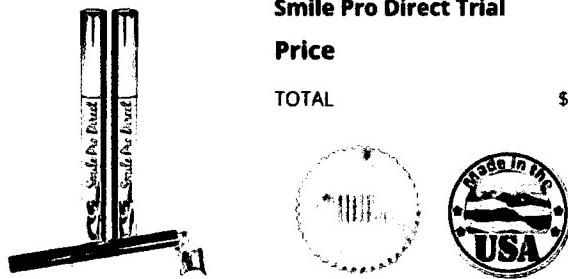
Attachment C – Payment Page:

Smile Pro Direct

SHIPPING INFO FINISHING ORDER CONFIRMATION

Internet Exclusive Offer

Great job! You are taking your first step towards a whiter smile. Act now so you do not miss out on this offer!



Smile Pro Direct Trial

Price \$1.03
TOTAL \$1.03 + S&P

CONFIRM YOUR EXLUSIVE TRIAL NOW!

Risk Free Trial Terms and Conditions: 1. You must be 18 years old or older to participate in this Risk Free Trial. 2. You must use your own credit card or debit card. 3. Start your Risk Free Trial now to receive a trial supply of Smile Pro Direct. You simply invest \$1.03 plus a S&P fee of up to \$3.87, to evaluate this great teeth whitening product for yourself. 4. Your credit card will be charged the selected S&P charge above. 5. If Smile Pro Direct is not right for you, call 1-866-221-1656 within 8 days from your order date to cancel your trial and you owe nothing more. 6. By participating in the Risk Free Trial, you are getting the rate of \$94.31 a discount of 42% off the normal retail price and you will be responsible for taking affirmative action during the Risk Free Trial period to avoid further charges outlined in [How the Offer Works](#). 7. By clicking on the button to the right, you are agreeing to the terms and conditions in [How the Offer Works](#), including the [Arbitration and Waiver of Class Actions](#) section. 8. You may call 1-866-221-1656 anytime to contact customer service regarding your shipment.

**FINAL STEP
PAYMENT INFORMATION**



Card Type: Visa

Name On Card: John Doe

Credit Card #: 1234567812345678

Card number required

Exp. Date: 7 2017

CVV: 123

What's this?

COMPLETE CHECKOUT

Clicking the Order Button indicates acceptance of [Terms and Conditions](#)

[ABOUT](#) | [FAQS](#) | [PRIVACY POLICY](#) | [RETURN POLICY](#) | [CONTACT US](#)

FOR CUSTOMER ASSISTANCE PLEASE CALL: 1-866-221-1656
24 HOURS / 7 DAYS A WEEK
LIVE SUPPORT 24/7

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PLEASE READ THE [TERMS AND CONDITIONS](#) OF USING

PX7

Hundycz Attachment D
Processing Screenshots

Attachment D – Processing Order Screens:

CHECKOUT AUTHENTICATE YOUR ORDER	
<p>Important: Before you submit the payment of your credit card information, which we only use after authorization with Card Authentication.</p> <p>DO NOT click the submit or back buttons as this can cause your transaction to be interrupted.</p> <p>DO NOT click the back button to view credit card details.</p> <p>You will only be charged up to \$25.00 for handling. You receive instant funds upon request or service fees. Funds will be issued at \$25.00. We will charge for your credit card within 24 hours. You choose to keep your transaction after the 24 hour period.</p> <p>If you make a mistake please close THIS PAGE. Thank you!</p>	
<p>You will be redirected to the merchant website in 5 seconds... Or click here to go directly.</p>	
<p>If you are unable to proceed DO NOT click back because instant. Please contact customer service line at 1-800-555-3452.</p>	

PX7

Hundycz Attachment E

Second Complete Checkout Page Screenshot

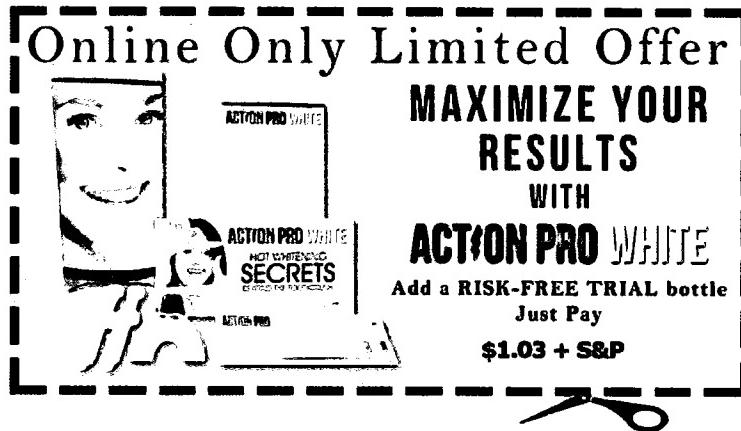
Attachment E – Second Complete Checkout page

Smile Pro Direct

To view your receipt

COMPLETE YOUR ACTION PRO WHITE ORDER!

Customers that purchased Smile Pro Direct also purchased Action Pro White!



How the Offer Works • **Arbitration and Waiver of Class Actions**

Complete Checkout >>

By clicking above I affirm that I am at least 18 years of age and agree to the Terms.

We Care About Your Privacy

PX7

Hundycz Attachment F
Invoice Page Screenshot

Attachment F – Invoice Page:

Smile Pro Direct

1-877-230-5694

All charges associated with this transaction will appear on your credit card as:

Prowhite8772818914

Las Vegas, NV 89128, USA

Thank you for ordering your trial of Action Pro White Skin Care!

Your order number is:

[REDACTED]

Your order has been sent to our fulfillment center and will ship within 1-2 business days.

Please allow up to 24 hours to receive your Order Confirmation via email.

Trial Price: \$1.03

Shipping Price: \$3.87

Tax: \$0.00

Total: \$1.03 (Trial) + \$3.87 (Shipping)

Billing Information

[REDACTED]

Shipping Information

[REDACTED]

Please keep this invoice for your records.

Charges will be shown on your credit card statement in local currency.

[About](#) | [Prevention](#) | [FAQs](#) | [Privacy Policy](#) | [Return Policy](#) | [Contact Us](#)

For Customer Assistance please call: 1-877-230-5694

24 Hours / 7 Days a Week

Live Support 24/7

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Notice: Action Pro White is not responsible for any third-party offers, incentives, fulfillment or representations that may have been used to direct you to order from our site.

PX8

Declaration of Andrew Chen

Visa Inc.

1
2
3
4
5 UNITED STATES DISTRICT COURT
6 DISTRICT OF NEVADA

7 FEDERAL TRADE COMMISSION,

8 Plaintiff,

9 v.

10 REVMOUNTAIN, LLC, *et al.*,

11 Defendants.

12 **DECLARATION OF ANDREW
13 CHEN PURSUANT TO
14 28 U.S.C. § 1746**

15 1. I, Andrew Chen, hereby state that I have personal knowledge of the
16 matters and facts set forth in this declaration and, if called upon to testify, I could
17 and would testify as follows:

18 2. I make this declaration for submission in the above captioned matter. I
19 have been employed by Visa U.S.A. Inc. since August 28, 2000. Visa U.S.A. Inc.
20 is a wholly-owned subsidiary of Visa Inc., a Delaware stock corporation
21 headquartered in San Francisco, California (“Visa Inc.”) and, together with its
22 subsidiaries, “Visa”).

23
24 DECLARATION OF ANDREW CHEN

1 3. I have been the Head of Global Acceptance Risk Policy and Strategy
2 since July 2015. Prior to that, I was a Business Leader for Visa's U.S. Acceptance
3 Risk team beginning on March 16, 2010. As part of my responsibilities, I oversee
4 the implementation of the Visa Chargeback Monitoring Program ("VCMP")
5 globally, and I am familiar with Visa's business practices, procedures, and records.
6 The following information pertains to the period beginning on March 16, 2010,
7 when I became a Business Leader for Visa's U.S. Acceptance Risk team, to the
8 present. I have been designated by Visa to provide this information, and I am
9 stating information known or reasonably available to Visa.

10 4. Visa is a global payment technology company, providing processing
11 services to thousands of financial institutions for credit, debit, and prepaid payment
12 transactions. Visa owns and manages the Visa brand, which provides the assurance
13 of acceptance at millions of merchant outlets and approximately 2 million ATMs
14 in more than 200 countries and territories worldwide. Visa processes electronic
15 payment transactions over its network, VisaNet. Visa also supports and enhances
16 its brand with advertising, marketing, and sponsorships.

17 5. Visa's financial institution clients issue payment cards to consumers
18 and others under Visa's trademark, and each financial institution that issues Visa-
19 branded cards independently determines the terms and conditions of credit
20 extensions, the number of cards to issue, and the interest rates and fees to charge

1 cardholders, among other things. These financial institutions are known as
2 “issuers” or “issuing banks.”

3 6. Visa's financial institution clients also contract with merchants who
4 want to accept Visa-branded payment cards to pay for sales the merchants
5 generate. The financial institutions that do so then "acquire" the sales transactions
6 that their merchants generate with Visa-branded cards. These financial institutions
7 are known as "acquirers," "acquiring banks" or "merchant banks."

Visa Chargeback Monitoring Program (“VCMP”)

9 8. Visa's Acceptance Risk Group manages, among other things, the
10 VCMP and its predecessors the Merchant Chargeback Monitoring Program and the
11 Global Merchant Chargeback Monitoring Program. Visa implemented the VCMP,
12 and its predecessors, to monitor the sales and chargeback rates of U.S. merchants
13 and to respond with corrective measures when a merchant is found to have
14 excessive chargeback activity, as explained below.

15 9. A “chargeback” is a transaction that an issuer returns to an acquirer. A
16 chargeback typically occurs when a cardholder contacts his or her issuing bank to
17 dispute a charge appearing on the cardholder’s account statement and the issuing
18 bank charges that amount back to the acquiring bank. For instance, a cardholder
19 might seek a chargeback of what he or she believes is an unauthorized charge.
20 Chargebacks can also occur for operational reasons that do not require a cardholder

1 dispute. Subject to certain rights of representation by the acquiring bank and,
2 ultimately, arbitration between the financial institutions, acquiring banks are liable
3 under the Visa rules to the issuing bank for successful chargebacks. Accordingly,
4 Visa transfers the chargeback amount from the acquiring bank to the issuing bank
5 when an issuing bank makes a successful chargeback.

6 10. U.S. merchants are identified in the VCMP when the following two
7 conditions are met in the previous calendar month: (1) they have at least 100
8 chargebacks and (2) they have a chargeback rate of at least 1%. The chargeback
9 rate is calculated as a ratio. The numerator is the number of transactions through
10 the VisaNet system in a particular month that are first charged back to the
11 acquiring bank with respect to a particular merchant. The denominator is the total
12 number of sales transactions charged through the VisaNet system by the merchant
13 during the preceding month. The threshold level to trigger the VCMP is a 1%
14 chargeback rate. VCMP monitors the domestic and international chargeback and
15 sales activity. Visa launched the VCMP in January 2016 and sunset the legacy
16 chargeback programs described further below.

17 11. Prior to January 2016 in the U.S., Visa operated the Merchant
18 Chargeback Monitoring Program (“MCMP”) and the Global Merchant Chargeback
19 Monitoring Program (“GMCMP”). Collectively, these two programs were the
20 legacy chargeback programs. The MCMP monitored a U.S. merchant’s domestic

1 and international chargeback and sales activity. It identified merchants when the
2 following three conditions were met in the previous calendar month: (1) they had
3 at least 100 sales transactions; (2) they had at least 100 chargebacks; and (3) they
4 had a chargeback rate of at least 1%. The GMCMC monitored a U.S. merchant's
5 international chargeback and sales activity only and identified U.S. merchants
6 when the following three conditions were met in the previous calendar month:
7 (1) they had at least 200 international sales transactions; (2) they had at least 200
8 chargebacks on international transactions; and (3) they had a chargeback rate of at
9 least 2% on international transactions. The chargeback rate for both the MCMP
10 and GMCMC was calculated as a ratio in the manner described in paragraph 10.

11 12. When a merchant's sales and chargeback activity exceeds the VCMP
12 conditions in the previous month, the Acceptance Risk Group contacts the
13 merchant's acquiring bank and informs the bank that the chargeback ratio must be
14 reduced. If the merchant's chargeback ratio continues to meet or exceed 1% in
15 successive months and the chargeback count meets or exceeds 100, Visa employs
16 an escalating set of responses ranging from ordering the creation of a Chargeback
17 Reduction Plan, to imposing fees on the acquirer, to disqualifying the merchant
18 from participating in the Visa payment system. This process was similar for
19 merchants whose sales and chargeback activity exceeded the MCMP and GMCMC
20 conditions described in paragraph 11.

1 13. Based on my experience managing Visa's chargeback monitoring
2 programs from March 16, 2010 through the present, merchant chargeback rates of
3 1% and higher can be an indication of a problem involving the merchant, including
4 unauthorized charges to a cardholder's account and deceptive marketing practices,
5 such as incorrect statements regarding an offer or a failure to disclose clearly and
6 conspicuously the terms and conditions of an offer.

7 14. It has been Visa's experience that some merchants have learned how
8 to evade detection of high chargebacks, thereby avoiding having to comply with
9 VCMP requirements relating to reducing chargeback rates.

10 15. For instance, merchants and their payment processors sometimes
11 lower the risk of detection by using dynamic descriptors and load-balancing. In
12 some cases, the merchant's payment processor can rotate billing descriptors on a
13 sale-by-sale basis, thereby reducing the chargebacks associated with any particular
14 billing descriptor. If a merchant or payment processor uses this technique, then we
15 say that the merchant is using dynamic descriptors. Merchants and payment
16 processors may use dynamic descriptors to load balance sales across multiple
17 descriptors and merchant accounts and thereby may lessen the risk of exceeding
18 the 1% chargeback threshold and avoid being identified in the VCMP.

19 16. Moreover, merchants selling products may structure the sales
20 transaction so that it assesses multiple charges of greatly differing amounts against

1 cardholders' accounts to increase the overall number of sales transactions. In
2 Visa's experience, merchants wishing to structure sales in this manner often do so
3 by charging consumers for: (1) a "primary product" at a relatively high amount
4 (such as \$59.95) and (2) one or more secondary products (often termed "upsells")
5 or shipping fees at a much lower amount (such as \$2.95 and \$7.95).

6 17. This can have at least two effects. First, the multiple charges greatly
7 increase the denominator in Visa's chargeback ratio formula. Second, even if
8 cardholders perceive that all of the merchant's charges were unauthorized, in
9 Visa's experience cardholders are less likely to seek a chargeback for the much
10 smaller charges because of the time and effort it takes to do so.

11 18. For example, a merchant might structure a transaction with a primary
12 product at \$59.95 and two upsells at \$2.95 and \$7.95. If, as in Visa's experience
13 often happens, the consumer only seeks a chargeback for the higher amount and
14 overlooks the two smaller amounts, the Visa system will show three sales but only
15 one chargeback for that merchant. This is true even if the issuer independently
16 refunds a cardholder for the two smaller charges.

17 19. Thus, by selling a primary product at a high price and one or more
18 upsells at much lower prices, a merchant can greatly increase its total number of
19 sales without increasing the number of chargebacks, thereby increasing the
20 likelihood that it may be able to keep its chargeback ratio below the 1% threshold.

1 20. Visa is aware that merchants also occasionally attempt to use prepaid
2 cards to process small transactions involving their own products or services. Such
3 small “purchases” can increase the overall number of transactions the merchants
4 have in a given month, thereby artificially lowering the chargeback rates.

5 21. Visa is also aware that some merchants avoid detection by opening
6 new merchant accounts with acquirer banks using entirely different company
7 names. These merchants will set up new corporations or limited liability
8 companies to act as “fronts” to obtain new merchant accounts to continue
9 processing the merchant’s sales.

10 22. Identifying deceptive conduct by merchants trying to avoid the VCMP
11 is challenging, but Visa continuously reviews and monitors problematic merchant
12 activity and works with its financial institution clients to try and identify such
13 merchants.

14 23. Based on my experience managing Visa’s chargeback monitoring
15 programs from March 16, 2010 through the present, merchants that deliberately
16 attempt to evade the VCMP through the tactics specified above may also be
17 merchants that place unauthorized charges on cardholders’ credit card statements,
18 use false statements to sell their products, or fail to disclose clearly and
19 conspicuously the terms and conditions of an offer.

1 24. I declare under penalty of perjury that the foregoing is true and
2 correct.

3 Executed this 20 day of July, 2017.



Andrew Chen